

AGREEMENT

between

**BOARD OF EDUCATION OF THE BOROUGH OF
FORT LEE IN THE COUNTY OF BERGEN**

and

FORT LEE EDUCATION ASSOCIATION,

as agent for and representative
of all secretarial, clerk-typist
and bookkeeper employees who comprise
the unit set forth in Article 1
of the within Agreement
covering the period

July 1, 2005 through June 30, 2008

Secretaries Contract
August 11, 2006

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PREAMBLE

This Agreement is entered into the 14 day of August, 2006 by and between the **BOARD OF EDUCATION OF FORT LEE** in the County of Bergen, hereinafter called the "Board," and the **FORT LEE EDUCATION ASSOCIATION**, hereinafter called the "Association" as agent for and representative of all secretarial, clerk-typist and bookkeeper employees who comprise the unit as defined and set forth in Article 1, "Recognition" of this Agreement.

ARTICLE I.

RECOGNITION.

1. The Board hereby recognizes the Fort Lee Education Association during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full time and part time:

- a. Secretaries
- b. Clerk-typists
- c. Bookkeepers
- d. Part Time Clerk Typists

2. The following positions are hereby specifically excluded from the negotiations unit:

- a. Substitutes, including long term substitutes
- b. Two (2) Secretaries to the Superintendent of Schools
- c. Senior Secretary to the Business Administrator/Board Secretary
- d. Senior Secretary to the Supervisor of Buildings and Grounds
- e. Secretary to the Assistant Superintendent of Schools

ARTICLE II.

NEGOTIATION OF SUCCESSOR AGREEMENT.

1. A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. An Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board and approved by appropriate Resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

B. The Board and the Association shall exchange their contract proposals by January 15th of the school year in which this Agreement expires. The proposals shall be exchanged through the Superintendent of Schools.

C. Additional proposals, if any, by the Board and the Association shall be submitted no later than ten (10) school days following the submission of proposals pursuant to the provisions of 1.B.

D. During the school week following the thirtieth (30th)

school day subsequent to the receipt of the proposals submitted pursuant to the provisions of 1.B or 1.C set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.

ARTICLE III.

GRIEVANCE PROCEDURE.

1. Definitions.

a. The term "grievance" means any alleged violation of this agreement or any dispute with respect to its meaning or application.

b. The term "grievance," and the procedures relative thereto shall not be deemed applicable in the following instances:

i. The failure or refusal of the Board to renew a contract of a non-tenured employee;

ii. In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commission of Education or the State Board of Education.

c. The term "aggrieved person" means the employee or Association making the claim.

d. The term "employee" means any regularly employed individual covered in Article I, Recognition.

e. The term "party in interest" includes the aggrieved person, his/her immediate superior, the Superintendent of Schools or his/her designee, any person who might be required to take action, or any person whose action might be taken against in order to resolve the grievance.

f. The term "immediate superior" means the person to whom the aggrieved employee is directly responsible under the Code of Appeal attached hereto and made part hereof as Schedule C.

2. Purpose.

a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise from time to time, affecting employees of the Board.

b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined under the Code of Appeal attached hereto, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given notice of such adjustment.

3. Procedure.

a. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If any deadline established by this Article falls on a day when the Board office is closed, said deadline shall be extended to the first day thereafter when the Board office is open.

b. An aggrieved employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to file a written grievance within said 20-day period shall be deemed to constitute an abandonment of the grievance.

c. Level I. An employee with a grievance shall first

discuss it with his/her immediate superior with the objective of resolving the matter informally. A decision shall be rendered by the immediate superior within seven (7) calendar days of the discussion.

d. Level II: If the aggrieved person is not satisfied with the disposition of his grievance at the preceding level, a written grievance may be filed with the Superintendent of Schools or his/her designee within seven (7) calendar days after the decision is made at the preceding level. The Superintendent of Schools or designee shall arrange a conference with the aggrieved person within ten (10) calendar days after receiving the written grievance. Within ten (10) calendar days after the conference, the Superintendent of Schools or designee shall render a written decision.

e. Level III. If the aggrieved person is not satisfied with the disposition of his/her grievance at the preceding level, or if no decision has been rendered within fifteen (15) calendar days after reaching the Superintendent of Schools, a grievance may be filed with the Board within fifteen (15) calendar days. The Board or a committee thereof shall hear the grievance within fifteen (15) calendar days after receipt of the grievance. The Board or its committee will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within twenty (20) calendar days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be

transmitted to the aggrieved party and the Association within five (5) calendar days from the date the decision was rendered by the Board.

e. Arbitration. In the event the aggrieved party is dissatisfied with the determination of the Board, he/she shall request that the Association pursue arbitration according to rules and regulations established by the American Arbitration Association. In the event the Board is dissatisfied with the determination of the Association, it shall have the same right to request arbitration. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of said provisions. In rendering the decision, the Arbitrator may take into consideration arguments of past practice only as they relate to the particular grievance under consideration, provided, however, that the issue of past practice shall be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. In rendering the decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States and rulings and decisions of the Commissioner of Education and the State Board of Education. The decision of the Arbitrator shall be binding upon the parties.

f. A request for arbitration shall be made no later than twenty (20) calendar days following the determination at the

prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

g. In the event of arbitration, the costs of the Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. Representation. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or at his/her option by a representative selected or approved by the Association. When an employee is not represented by the Association, the employee may be represented by him/herself or at his/her option by a representative of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure. Such procedure concerning representation shall not apply at Level I.

5. Group Grievance. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent of Schools or his designee directly and the processing of such grievance shall be commenced at Level II. The

Association may process such a grievance at all levels of the grievance procedure.

6. Miscellaneous.

a. All decisions rendered to the aggrieved person at Levels II and III shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

b. Any grievance filed by the aggrieved person at Levels II and III shall be in writing, specifying: (1) The nature of the grievance; (2) the results of the previous discussion; (3) the basis of his/her dissatisfaction with the determination. Copies of the written grievance shall be furnished by the aggrieved person to the immediate superior of the aggrieved employee and to the Superintendent of Schools or his/her designee.

c. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as heretofore referred to in this Article.

ARTICLE IV.

NO STRIKE PLEDGE.

1. The Association agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. The Association agrees that such action would constitute a material breach of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event of any such activity by the Association or any of its officers or members, the Board shall be entitled to invoke any of the following alternatives:

- a) Withdrawal of Association recognition
- b) Withdrawal of dues deduction privileges;
- c) Such activity shall be deemed grounds for termination of the employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages or both in the event of such breach by the Association or its members.

ARTICLE V.

SALARIES.

1. Guides. Salaries for the various job categories shall be set and paid in accordance with the attached salary guides for 2005-2006, 2006-2007, and 2007-2008, attached hereto and made part hereof as Schedule A-1, A-2 and A-3.

2. Method of Payment.

a. Twelve (12) month and ten (10) month employees shall be paid every other Friday.

b. When a pay-day falls on or during a school holiday, or vacation, employees shall receive their pay checks on the last working day.

c. Employees are eligible for direct deposit of their pay for the full twelve months each year. If an employee elects to do so, she/he can not receive advance vacation pay.

3. Withholding of Increments.

a. The salary increments specified in the salary guides are not automatically granted, but are conditioned upon the recommendation of the Superintendent of Schools or his designee.

b. The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or other just cause, the increment of any employee.

c. Increments may be withheld in accordance with the following:

i. The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause

by the Superintendent of Schools or his designee.

ii. The employee shall be given a reasonable amount of time to make up the deficiencies.

iii. The Board reserves the right to accept or reject any recommendations to withhold a salary increment.

iv. Prior to voting on the recommendations to withhold a salary increment, the Board shall inform the employee of his/her right to an informal conference before the Board or a committee of the Board.

v. A withholding of increment shall not be subject to the grievance procedure.

4. Credit for Experience. Whenever a person shall hereafter accept office, position or employment as a member of the secretarial/clerk-typists staff, the initial place on the salary guide shall be at such point as may be agreed upon by the employee and the Board. The Board shall evaluate experience and skills and shall have the sole and exclusive right to fix and determine the starting place on the salary guide.

5. Payroll Savings Plan. Each employee may individually elect to have a percentage of their salary deducted from their pay check and deposited within ten (10) days from the dates of the pay period in the Paragon Federal Credit Union.

6. Bonus Limitation. Any bonuses not set forth in the present contract are invalid.

7. Use of Automobiles. Employees required and authorized to use their own vehicles in the performance of their work duties

shall be reimbursed for such travel at the rate set by the Internal Revenue Service.

ARTICLE VI.

SICK LEAVE.

1. All employees covered under the terms of this Agreement shall be allowed sick leave with full pay in the amount of one (1) day for each month worked in any year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Superintendent of Schools or his designee in case of sick leave claimed.

2. The report form titled, "Employee's Report of Reason for Absence," Schedule B, shall be completed in duplicate and submitted to the employee's immediate supervisor not later than the first day upon which the employee returns to work, following any day of absence for any reason. Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit to the Superintendent of Schools or his designee a certificate from a physician, engaged by said employee, delineating (i) the physician's diagnosis of the illness or injury, and (ii) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due no later than the fifteenth (15th) day following the commencement of the sick leave.

3. **Terminal Leave.** The following additional sick leave benefits shall be paid at the time of retirement:

a. Benefits will apply to employees who retire under

- full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.

b. For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days of credited accumulated sick leave as of the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed. For all employees employed after July 1, 1996, terminal leave reimbursement will not exceed the sum of \$15,000.

c. The terminal leave payment shall be calculated on the basis of 1/20th of the employee's monthly salary rate at the time of retirement.

d. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.

e. The Board agrees to deposit accumulated sick leave payments to which eligible employees are entitled into their 403-b accounts on a tax-deferred basis pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.

ARTICLE VII.

TEMPORARY LEAVE OF ABSENCE.

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS.

1. **Emergency Leave.** Only employees working more than half time on a ten (10) or twelve (12) month contract shall be entitled to emergency leave. A total of five (5) days of emergency leave shall be allowed an employee without pay deduction when his/her absence is necessitated by:

- a. Court Order.
- b. Death, critical illness, injury to or an emergency involving a member of his/her family (father, mother, brother, sister, husband, wife or child) or his/her in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee's grandparents and employee's spouse's grandparents, plus members of an employee's household. Where the employee claims illness of a relative as the reason for the absence, the employee may be required to furnish the name and address of the attending doctor.
- c. Any emergency to personal property and residence.
- d. The Board will pay \$50.00 per day for any unused emergency day(s). Payment will be made after the completion of the applicable school year but no later than July 31st of that year. There shall be no such payment made to any employee whose employment with the Board ends prior to June 30th of the applicable school year.

2. Statement of Necessity. The employee may be required to submit to the Board of Education a statement of the necessity for the absence. The notice shall be submitted to the Superintendent of Schools or his designee.

The Board reserves the right to reject any emergency leave claim and to direct appropriate salary deductions in the event that more than five (5) days emergency leave absence are used in any one (1) year.

3. Personal Leave. With the exception of part time clerk typists, only employees working more than half time on a ten (10) or twelve (12) month contract shall be entitled to personal leave.

Annually, one (1) day of personal leave shall be allowed an employee without pay deduction. Written application to the employee's supervisor for such personal leave shall be made at least three (3) days before taking such leave, whenever possible.

The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except, however, that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

4. Employee's Report. The report form titled, "Employee's Report of Reason for Absence," Schedule B, shall be completed in duplicate and submitted to the employee's immediate supervisor not later than the first day upon which the employee returns to work, following any day of absence for any reason.

5. **Absence for more than ten (10) days.** No employee of the Board of Education shall remain absent from work for more than ten (10) consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Superintendent of Schools or his designee, to cover said absence in excess of said ten (10) consecutive working days, with the allowed deviation as stipulated in the following statement: the Superintendent of Schools or his designee is empowered to extend such absence beyond said ten (10) day period, up to the next date on which the Board of Education will meet.

ARTICLE VIII.

EXTENDED LEAVE OF ABSENCE.

1. Full time employees on a twelve (12) or ten (10) month contract shall be entitled to extended leaves of absence pursuant to this Article.

2. The following maternity leave provisions apply as extended leaves of absence:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

a. Maternity leave shall be granted subject to the following conditions:

i. an employee shall notify the Superintendent of Schools or his designee of her pregnancy as soon as it is medically confirmed.

ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

iii. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.

iv. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

c. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

d. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six (6) months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.

f. No employee shall be removed from her duties during pregnancy, except upon one (1) of the following:

i. The Board has found her work performance has

substantially declined from the time immediately prior to her pregnancy.

ii. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:

aa. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

bb. The Board's physician and the employee's physician agree that she cannot continue working, or

cc. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

iii. Any other just cause.

ARTICLE IX.

HEALTH INSURANCE.

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, with the following health insurance benefits.

- a. Hospitalization.
- b. Medical-Surgical.
- c. Major Medical Insurance.

2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.

3. The Board agrees to continue at Board expense, the present or substantially similar prescription drug plan and dental coverage plan for all employees covered by this Agreement. Beginning on July 1, 2006, or as soon thereafter as is practicable, each prescription shall be subject to a per-prescription co-payment of \$10 for generic drugs and \$20 for brand name drugs. The same co-payments shall be applicable to mail-order prescriptions. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers, provided substantially similar benefits are provided.

4. The Board agrees to pay up to a maximum of \$27,000.00 annually for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board, by a

separate written contract, agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers, provided substantially similar benefits are provided.

5. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch. 88.

6. Retired employees having 25 years of service may continue to purchase insurance including dental, prescription, and vision, after COBRA ends.

ARTICLE X.

DEDUCTION FROM SALARY.

1. The Board agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted directly to N.J.E.A. Employee authorizations shall be in writing.

2. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

3. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction cards submitted by the Association to the Board.

4. Upon the written voluntary request of any employee the

Board agrees to deduct from said employee's salary an amount so specified in writing by said employee, said deducted amount to be paid over by the Board upon said employee's written direction to any annuity or disability insurance plan designated by the employee and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection herewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party to any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual employee. Nothing herein contained shall require the Board to make payments to more than one plan for all employees at any one time.

5. In connection with the said deductions and payments for annuity and/or disability plan as set forth in 4 above, the Association and/or the individual employee must furnish to the Board (I) written notice thirty (30) school days prior to the effective date of the initial deduction to be made and (ii) written notice thirty (30) school days prior to the effective date of any change whatever in the aforementioned deduction or plan.

It is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the employee.

6. In connection with the annuity and/or disability plan deduction provided in Paragraph 4 above the Association will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the Board.

7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

ARTICLE XI.

VOLUNTARY TRANSFERS AND REASSIGNMENTS.

1. Notification of Vacancies - Date. No later than May 1st of each school year, the Superintendent of Schools or his designee, shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools or his designee. Such statement shall include the school or schools, in order of preference, to which transfer is desired. Such requests for transfers shall be submitted not later than April 1st for the following year and must be resubmitted annually by the employee desiring such change.

3. Posting. As soon as practicable, and no later than ten (10) calendar days after May 1st, the Superintendent of Schools or his designee shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

4. Appeal. In the event the employee believes that the procedures outlined above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee, in writing, of such procedural defects. The Superintendent of Schools or his designee will have twenty (20) calendar days from such notification to rectify the procedural defects. In the event

the Business Administrator/Board Secretary or the Superintendent of Schools, as the case may be, fails to rectify such defects, the employee shall have the right upon his/her written request made within five (5) days after the expiration of the said twenty (20) calendar day period, to an informal conference with the Board or a committee of the Board. The conference with the Board shall be expressly limited to the procedural defects only.

5. Decision of the Board. The ultimate responsibility for making all said transfers and reassessments rests with the Board. The Board shall have the sole exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance, shall not be subject of or a cause for invoking the grievance procedures.

6. Exclusion. All vacancies occurring after May 1st are expressly excluded from the provisions of the Article and may be filled by the Board or its designee at any time and without complying with the provisions of the Article.

ARTICLE XII.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS.

1. Use of Voluntary Requests. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.

2. Notice. Notice to the employee involved in an involuntary transfer or reassignment shall be given as soon as practicable, but not later than June 1st, except in cases of emergency, vacancies occurring after June 1st, or temporary transfers or reassessments.

3. Meeting and Appeal.

a. In the event that an employee objects to the transfer or reassignment, upon request of the employee, the Superintendent of Schools or his designee, in all cases, shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent of Schools or his designee shall not be subject to the grievance procedure and shall be final and non-appealable, except as expressly otherwise set forth in Sections 3b and 3c below.

b. In the event an employee believes that the procedures outlined in Section 2 and 3a above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee and will have twenty (20) calendar days from such

notification to rectify the procedural defects. In the event the Superintendent of Schools or his designee fails to rectify said defects, the employee shall have the right, upon his/her written request, made within five (5) calendar days after the expiration of the said twenty (20) calendar day period to an informal conference with the Board, or at the Board's option, with a committee of the Board. This conference shall be limited to procedural defects.

c. In the event the decision of the Superintendent of Schools involuntarily transfers or reassigns an employee from an elementary or the Middle School to the High School or vice versa, then the employee shall upon written request made within five (5) calendar days after the decision of the Superintendent of Schools be entitled to an informal conference with the Board or at the Board's option, a committee of the Board.

4. Decision of the Board. The ultimate responsibility for making all said transfers and reassessments rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance shall not be a subject of or a cause for invoking the grievance procedure.

5. No Stay of Transfer or Reassignment. The decision of the Superintendent of Schools or his designee as to any involuntary transfer or reassignment of any employee shall not be stayed by an appeal as provided in this Article. The employee under all circumstances whatsoever shall immediately comply with

the order of transfer or reassignment as given by the Superintendent of Schools or his designee.

6. Exclusion. All involuntary transfers or reassessments of an emergency nature or a transfer or reassignment of a temporary nature (four (4) months or less) are expressly excluded from the provisions of this Article and all such transfers and reassignment may be made at any time and without complying with the provisions of this Article, and the employees shall not be entitled to exercise any of the rights granted to them under the provisions of this Article.

ARTICLE XIII.

MISCELLANEOUS.

1. Any individual contract between the Board and an individual employee covered by this Agreement shall be consistent with the terms and conditions of this Agreement, except, however, that the contract with a non-tenure employee shall carry a clause providing for termination of the contract by either party upon a thirty (30) calendar day notice.

2. Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

3. Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the addresses listed below, and the mailing shall be deemed given when placed in the United States Post Office depository with postage prepaid for mailing:

a. If by Association to Board at:
Fort Lee Board of Education
255 Whiteman Street
Fort Lee, New Jersey 07024

b. If by Board to Association at:
President, Fort Lee Education Association
School No. 1
250 Hoym Street
Fort Lee, New Jersey 07024

4. The term, school year, as used in this Agreement, shall mean July 1st to June 30th unless the context in which the term is used indicates to the contrary.

ARTICLE XIV.

SEPARABILITY AND SAVINGS.

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other terms shall remain in full force and effect.

ARTICLE XV.

FULLY BARGAINED PROVISIONS.

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI.

BOARD RIGHTS AND RESPONSIBILITIES.

1. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

2. The Board at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights subject only to the express and specific limitations imposed by the terms of this agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of reduction of force or (d) to maintain the efficiency of the school district operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

3. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

4. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, Education School Laws of New Jersey, or any other state or Federal Laws or regulations as they pertain to education.

ARTICLE XVII.

BULLETIN BOARDS.

The Board agrees to place bulletin boards at appropriate locations for the purpose of posting Association meeting notices, announcements and general activities.

ARTICLE XVIII.

EMPLOYEE WORK YEAR.

1. **Term of Employment.** The term of all employees shall be twelve (12) months, July 1st to June 30th, or ten (10) months, September 1st to June 30th, or such other period as shall be fixed by the Board with prorated pay on salary guide.

2. Hours of Work.

a. Between September 1st and June 30th, all full-time employees covered by this Agreement, whether serving on a twelve (12) month or ten (10) month basis, shall work eight (8) hours per day, Monday through Friday inclusive of one (1) hour for lunch, during the hours from 8:00 a.m. to 4:00 p.m. On Fridays, however, dismissal time shall be 3:45 p.m. The lunch period shall be taken at a time scheduled by the employees' supervisor.

b. Between July 1st and August 31st all full-time employees serving on a twelve (12) month basis shall work seven and one-half (7.5) hours per day, Monday through Friday inclusive of one-half hour for lunch, with a daily period of employment covering a starting time of 8:00 a.m. and a closing time of 3:30 p.m. The lunch period shall be taken at a time scheduled by the employee's supervisor.

c. Two fifteen (15) minute coffee breaks, one (1) in the morning and one (1) in the afternoon, shall be permitted each employee daily. When two (2) or more employees covered by this Agreement are assigned to the same office, coffee breaks shall be scheduled so that at least one (1) employee shall be on duty at

all times during the scheduled work day for such office.

d. The hours of work for part-time employees, including beginning and ending times and lunch periods, if any, shall be established by the Board.

3. Vacations.

a. Only those employees employed full time on a twelve month contract shall be entitled to paid vacation. Such employees shall receive vacation as follows:

i. After completion of one (1) year full-time service under a twelve (12) month contract -- two (2) weeks vacation.

ii. After completion of two (2) years full-time service under a twelve (12) month contract -- three (3) weeks vacation.

iii. After completion of five (5) years or more full-time service under a twelve (12) month contract -- four (4) weeks vacation.

b. Vacations must be taken between July 1st and September 1st according to a schedule determined by the employees' immediate supervisor. Vacations may be taken after the months of July and August upon the recommendation of the employee's immediate supervisor, with the approval of the Superintendent of Schools or his designee. Vacations may be taken between January 1 and June 30 only with the Principal's and Superintendent's approval. No grievance may be filed over the denial of vacation between January 1 and June 30.

c. Every employee shall be credited each month with the earned portion of the yearly entitled vacation allowance. When an employee's services are terminated prior to the close of the school year, the annual earned vacation, prorated to the date of termination, shall be paid to the employee.

d. Any employee, previously employed on a ten-month basis, who thereafter becomes employed on a twelve-month basis, shall be entitled to credit for service while a ten-month employee for purposes of calculating the amount of vacation to which he or she may be entitled pursuant to 3.a above as a twelve-month employee.

4. Holidays.

a. All full time employees covered by the terms of this Agreement shall be entitled to the following holidays with full pay, provided such holiday occurs on the employee's regular work day and school is not open for pupils;

Independence Day	December 31st
Labor Day	New Years Day
Columbus Day	Lincoln's Birthday
Presidential Election Day	Washington's Birthday
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Rosh Hashanah (2 days)
December 24th	Yom Kippur (1 day)
Christmas Day	Martin Luther King's Birthday
	Teacher's Convention (2 days)

b. Vacation days falling within the Christmas and Easter periods when pupils are not in session, as defined in the Board of Education's adopted school calendar for the school year, will be allowed for employees except as follows:

i. A need for any secretary's services at this time may be established by the secretary's immediate supervisor for service in the office to which the secretary is regularly assigned, or

ii. a need for school secretaries' service at this time may be established by the Superintendent of Schools for service in his own office or any school office, or

iii. a need for any and all full time employee's service at this time may be established by a resolution adopted by the Board of Education, and

iv. In advance of the first day of each such vacation period for which these secretarial services will be needed, a notice of at least seven (7) calendar days will be given to each secretary wanted for service.

v. If secretarial services are needed during the Christmas, Easter or February vacation periods when pupils are not in session, as defined in the Board of Education's adopted school calendar for the appertaining school year, ten (10) month secretaries may be required to work without any remuneration for no more than a total of two (2) days per year during the three (3) aforementioned recesses and twelve (12) month secretaries may be required to work no more than a total of three (3) days per year during these recesses without any additional remuneration.

c. Work performed by secretaries beyond the regularly scheduled work week shall be compensated with compensatory time off or overtime pay, at the employee's option. Overtime between

the regular work week and forty (40) hours shall be compensated at straight time whether compensatory time off or pay. Overtime over forty (40) hours shall be compensated at time and one-half rates whether compensatory time off or pay. Work performed on vacations or holidays shall be compensated at time and one-half rates whether compensatory time off or pay.

5. **Jury Duty.** Any employee who is required to serve on jury duty in the State of New Jersey will receive full salary during the period of such service, less the amount received by the employee as compensation for said jury duty.

6. **Lunch Period (Away from Building).** Employees may leave the building without requesting permission during their scheduled lunch periods.

7. **Snow Days.** When the Superintendent of Schools has, prior to the opening of the school day, determined that school shall be closed because of snow or other emergency, then, an employee assigned to that school, shall not be required to report to work for the day.

8. **Association Business.** A single Association Representative from this bargaining unit shall be allowed to leave $\frac{1}{2}$ hour early one (1) day per month for the purpose of attending meetings of the Association.

ARTICLE XIX.

TUITION BENEFITS.

1. The Board agrees to pay up to a maximum of \$65,000.00 for the 2005-2006 school year (July 1 to June 30) for tuition reimbursement for all members of the Fort Lee Education Association for courses the first class of which begins after July 1 of the applicable year. This amount shall remain \$65,000 in 2006-2007 and increase to \$70,000 in 2007-2008. Tuition reimbursement shall be paid to staff members entitled who apply for reimbursement for courses approved by the Superintendent of Schools as follows:

a) The Request for Course Approval will be submitted to the Superintendent or his designee for approval before taking a course which the staff member anticipates will be reimbursed. The approval form must be completed in its entirety.

b) Reimbursement is effective for courses at an accredited college or university, or business or secretarial school.

c) Reimbursement will annually be set at no more than the lowest current rate being charged at a New Jersey college as of July 1 of that year and at no time shall exceed the actual cost of tuition.

d) A receipt of payment from the college or university or school under whose aegis the course will be taken must be submitted to the office of the Superintendent or his designee. At that point the course request form will be reactivated and the information verified.

e) At the completion of the course an official transcript from the college or university or school must be submitted to the Superintendent or his designee for processing.

f) No individual shall be reimbursed for the tuition as set forth above for more than 15 credits taken during any school year (July 1 - June 30).

g) Courses eligible for tuition reimbursement must be job related and approved by the Superintendent of Schools; provided, however, that computer training courses shall be considered directly related to the assignment of all employees covered under the terms of this agreement.

h) Tuition reimbursement shall only be available to those employees who are on active status during the entire duration of the applicable course for which reimbursement is sought.

i) The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that school year and dividing that amount by the total number of approved credits taken during that year (July 1st through June 30th)

j) Tuition reimbursement will be paid on or about November 1 of the ensuing School year.

ARTICLE XX.

SENIORITY.

Whenever a reduction in force shall take place in any job classification, the lay-off shall be made on the basis of seniority, i.e., the person laid-off shall be the person with the least seniority in the job classification in question.

ARTICLE XXI.

GENERAL PROVISIONS.

1. The Agreement is subject to the laws of the State of New Jersey and of the United States, and the decisions, rules and regulations of the State Education Commissioner.

2. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.

3. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

4. The Association and the Board agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions."

5. Secretaries are eligible for Hepatitis B inoculation and training.

ARTICLE XXII.

PART TIME CLERK TYPISTS.

1. Wages. The hourly rate for each part time clerical employee shall be increased by 4.6% effective July 1, 2005, by 4.5% effective July 1, 2006 and by 4.4% effective July 1, 2007.

2. Personal Days. Effective upon ratification of this agreement, each part time clerk typist shall be entitled to one (1) non-cumulative personal day annually.

3. Sick Leave. Employees will be credited with ten (10) sick leave days on Sept. 1 of each contract year in accordance with the practice applicable to the bargaining unit.

4. Definition of Days. A "day" for part time clerk typists shall constitute the normal work day for such employee. For example, a sick leave day for a part time clerk typist who normally works a two (2) hour day shall be a two (2) hour sick leave day.

5. Christmas, February and Spring Breaks. Subject to future school calendars, part time clerk typists shall be compensated their regular weeks wage for school breaks as follows:

Such employees will be compensated their normal work days for the Christmas break excluding Christmas Day, the February break including President's Day provided it is their regularly scheduled work day and the Spring break.

ARTICLE XXIII.

WAIVER.

This agreement shall not be modified in whole or in part except by an instrument in writing duly and mutually agreed to and executed by both parties, except as otherwise provided by law.

ARTICLE XXIV.

AGENCY SHOP REPRESENTATION FEE.

1. Agency shop representation fee

a. Purpose of Fee. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee to the extent and only to the extent permitted and authorized by law will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative as recognized by the Board of Education in this Agreement.

b. Amount of Fee. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

c. Deduction and Transmission of Fee. To the extent and only to the extent permitted and authorized by law, the Board agrees to deduct from the salary of any employee who is not a member of the Association of the current membership year the full amount of the representation fee set forth in Section b above and will transmit the amount so deducted to the Association. The Board agrees to deduct the aforementioned representation fee in equal monthly installments, as nearly to the extent and only to

the extent permitted and authorized by law as possible, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins employment in a bargaining unit position.

d. Termination of Employment. If an employee who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board, to the extent and only to the extent permitted and authorized by law, will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and forward same to the Association. In the event that an employee terminates employment in such a manner that the Board is unable to make deductions from future checks, the Board is relieved of its obligation to make such deductions as to such employees.

e. Mechanics. Except as otherwise provided in this Article and to the extent and only to the extent permitted and authorized by law, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

f. Indemnification. The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board

of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

ARTICLE XXV.

DURATION OF AGREEMENT.

This Agreement shall be in full force and effect as of July 1, 2005 and shall remain in full force and effect through June 30, 2008.

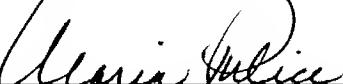
BOARD OF EDUCATION OF THE
BOROUGH OF FORT LEE IN THE
COUNTY OF BERGEN

By: 
PAUL LEALE,
President

Attest:

Julian Henry
Business Administrator/
Board Secretary

FORT LEE EDUCATION ASSOCIATION

By: 
MARIA PULICE, President

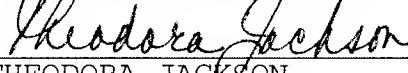
Attest:

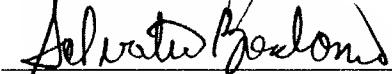
Carol Tropea
CAROL TROPEA, Secretary


BILL CAMPBELL, Chief Negotiator

FLEA BARGAINING COMMITTEE


ANDREW FINEMAN


THEODORA JACKSON


SALVATORE BORDONARO


LESLIE FROMKIN


MARSHA BLEECHER

12/00

FORT LEE BOARD OF EDUCATION

SECRETARIAL, CLERK TYPIST, AND BOOKKEEPER SALARY GUIDE FOR 2005-2006

* OLD STEP	NEW STEP	SEC.		C/T		C/T		BKPR	
		12 Months	10 Months						
1 & 2	1	25,063	20,886	22,557	18,798	26,313	21,928		
3	2	25,263	21,053	22,737	18,948	26,513	22,094		
4	3	25,463	21,219	22,917	19,098	26,713	22,261		
5	4	25,663	21,386	23,097	19,248	26,913	22,428		
6	5	25,863	21,553	23,277	19,398	27,113	22,594		
7	6	26,063	21,719	23,457	19,548	27,313	22,761		
8	7	26,908	22,423	24,217	20,181	28,158	23,465		
9	8	28,098	23,415	25,288	21,073	29,348	24,457		
10	9	29,488	24,573	26,539	22,116	30,738	25,615		
11	10	31,078	25,898	27,970	23,308	32,328	26,940		
12	11	32,868	27,390	29,581	24,651	34,118	28,432		
13	12	34,858	29,048	31,372	26,143	36,383	30,319		
14	13	37,048	30,873	33,343	27,786	38,298	31,915		
15	14	39,438	32,865	35,494	29,578	40,688	33,907		
16	15	42,028	35,023	37,825	31,521	43,278	36,065		
17	16	44,818	37,348	40,336	33,613	46,068	38,390		
18	17	47,958	39,965	43,027	35,856	49,058	40,882		

* Old Step 1 has been eliminated

FORT LEE BOARD OF EDUCATION

SECRETARIAL, CLERK TYPIST, AND BOOKKEEPER SALARY GUIDE FOR 2006-2007

<u>STEP</u>	<u>SEC. 12 Months</u>	<u>SEC. 10 Months</u>	<u>C/T 12 Months</u>	<u>C/T 10 Months</u>	<u>BKPR 12 Months</u>	<u>BKPR 10 Months</u>
1	26,048	21,706	23,443	19,535	27,298	22,748
2	26,238	21,864	23,614	19,678	27,488	22,907
3	26,428	22,022	23,785	19,820	27,678	23,065
4	26,628	22,189	23,965	19,970	27,878	23,232
5	26,828	22,356	24,145	20,120	28,078	23,398
6	27,028	22,522	24,325	20,270	28,278	23,565
7	27,878	23,231	25,090	20,908	29,128	24,273
8	29,028	24,189	26,125	21,770	30,278	25,232
9	30,398	25,331	27,358	22,798	31,648	26,373
10	31,968	26,639	28,771	23,975	33,218	27,682
11	33,738	28,114	30,364	25,302	34,988	29,157
12	35,708	29,755	32,137	26,780	36,958	30,798
13	37,878	31,564	34,090	28,407	39,128	32,607
14	40,248	33,539	36,223	30,185	41,498	34,582
15	42,818	35,680	38,536	32,112	44,068	36,723
16	45,588	37,988	41,029	34,190	46,838	39,032
17	48,558	40,463	43,702	36,417	49,808	41,507

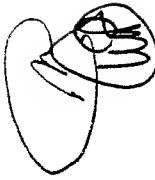


FORT LEE BOARD OF EDUCATION

SECRETARIAL, CLERK TYPIST, AND BOOKKEEPER SALARY GUIDE FOR 2007-2008

PRIOR YEAR STEP	NEW STEP	SEC. 12 Months	SEC. 10 Months	C/T 12 Months	C/T 10 Months	BKPR 12 Months	BKPR 10 Months
1 & 2	1	26,928	22,439	24,235	20,195	28,178	23,482
3	2	27,068	22,556	24,361	20,300	28,318	23,598
4	3	27,268	22,722	24,541	20,450	28,518	23,765
5	4	27,468	22,889	24,721	20,600	28,718	23,932
6	5	27,668	23,056	24,901	20,750	28,918	24,098
7	6	27,878	23,231	25,090	20,908	29,128	24,273
8	7	29,313	24,427	26,382	21,984	30,563	25,469
9	8	30,918	25,764	27,826	23,188	32,168	26,807
10	9	32,673	27,226	29,406	24,504	33,923	28,269
11	10	34,578	28,814	31,120	25,932	35,828	29,857
12	11	36,633	30,526	32,970	27,474	37,883	31,569
13	12	38,838	32,364	34,954	29,127	40,088	33,407
14	13	41,193	34,326	37,074	30,894	42,443	35,369
15	14	43,698	36,414	39,328	32,772	44,948	37,457
16	15	46,353	38,626	41,718	34,763	47,603	39,669
17	16	49,158	40,963	44,242	36,867	50,408	42,007

** Prior Year Step 1 has been eliminated



FORT LEE BOARD OF EDUCATION

SCHEDULE A

POSITION

Senior Secretary in the Office of the Assistant Superintendent of Schools	\$1,000
Senior Secretary in the Office of the Assistant Superintendent of Elementary Education	\$1,000
Senior Secretary in the Office of the High School Principal	\$1,000
Senior Secretary in the Office of the Assistant Principal of the High School	\$1,000
Senior Secretary in the Office of the Administrative Assistant of the High School	\$1,000
Senior Secretary in the Office of the Middle School Principal	\$1,000
Secretary to Middle School Assistant Principal	\$1,000
Senior Secretary in the Office of the Guidance Staff, Middle School	\$1,000
Senior Secretary in the Office of the Child Study Team	\$1,000
Senior Secretary in the Office of each of the four elementary schools (Nos. 1, 2, 3,4)	\$1,000
Senior Secretary in the Office of the Guidance Staff, High School	\$1,000
Payroll Clerk in the Business Administrator's Office	\$1,000
Accounts Payable Clerk in the Business Administrator's Office	\$1,000

R
MP

FORT LEE BOARD OF EDUCATION

PART-TIME CLERK-TYPISTS

HOURLY RATES

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Central Office*	\$ 18.92	\$ 19.77	\$ 20.64
Elementary/All Other	14.57	15.23	15.90

* The salary rates for these positions apply only to those currently employed in said positions at the signing of this contract. In the event the current part-time clerk-typists assigned to the Central Office ceases being employed during the term of this contract, any part-time clerk-typists to be hired would be paid at the rate for Elementary/All Other.

The above guides include increases over the prior year as follows:

2005-2006, 4.6% increase

2006-2007, 4.5% increase

2007-2008, 4.4% increase



Schedule B
FORT LEE PUBLIC SCHOOLS
EMPLOYEE'S REPORT OF REASON FOR ABSENCE

INSTRUCTIONS:

For maintaining accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior, not later than the first day upon which the employee returns to work, following any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal to whom the employee is assigned for administrative purposes and roving custodians who service more than one school building shall submit their report to the Board of Education office.

The here-defined immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the other copy to the office of the Secretary of the Board of Education.

EMPLOYEE'S STATEMENT:

On the following days(s) I will be or was absent for the following reason:

Absence starting on date of _____

(Month)

(Day)

(Year)

and extending through date of _____

(Month)

(Day)

(Year)

thus making a total of employment days of absence for this occasion:

No. of working days absent _____

for the reason of:

(Check one, and fill in any blanks on item checked; if more than one reason is applicable, list to the left of each box checked the appertaining dates.)

Sick leave (my own personal illness or injury):

Employees on 10-month contract allowed 10 days per year and employees on 12-month contract allowed 12 days per year, with additionally unused portions accumulated from previous year's allowed -- without pay deduction.

Emergency leave: Up to 5 days per year without pay deduction is allowed for the following:

(1) court order, or (2) death, critical illness or injury or an emergency of a member of my immediate family (father, mother, brother, sister, husband, wife or child) or my in-laws (father-in-law, mother-in-law, brother-in law, sister-in-law), an employee's grandparent and employee's spouse's grandparents, plus members of an employee's immediate household. Any emergency to personal property and residence.

If for death, critical illness or injury or an emergency, state here the relationship of the involved person.

Personal leave: One day per year without pay deduction is allowed when taking a personal day, in accordance with Article XX, Section 1B of the agreement between the parties.

Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.

State occasion and place:

THIS REPORT MAY NOT BE CHANGED AFTER FILING

Name (Please Print)

Date signed

Signature of Employee

Signature of Immediate Supervisor

School



SCHEDULE C
CODE OF APPEAL

	Level I	Level II	Level III
All Secretaries, Clerk-Typists & Part-time Clerk-Typists assigned to Supt.	N.A.	Supt. of Schools or Designee	Board
All Secretaries, Clerk-Typists, Part-time Clerk-Typists, Bookkeepers assigned to Business Admin./ Board Sec'y's Office and Office of Supv. Of Buildings and Grounds.	Bus. Admin. or Supv.	Supt. of Schools or designee	Board
All Secretaries, Clerk-Typists, Part-time Clerk-Typists assigned to Asst. Supt. of Schools.	Asst. Supt.	Supt. of Schools or designee	Board
All Secretaries, Clerk-Typists, Part-time Clerk-Typists, assigned to Elementary, Middle or High School; School Libraries; Guidance Offices; Offices; Attendance Office & Child Study Team.	Principal or Supervisor	Supt. of Schools or designee	Board